Instruction Manual for

For use with the Nintendo® Game Boy® Color
and Game Boy® Pocket™

INSTRUCTION MANUAL for SHARK MX

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PRODUCT INTRODUCTION

Congratulations, you are now the proud owner of a revolutionary new product – the first ever e-mail solution for Game Boy® Color and Game Boy® Pocket.

Shark MX plugs into the game cartridge slot on the back of your Game Boy. It works just like a standard computer modem, by connecting to the phone line (using the supplied cable) when you need to send and receive e-mails. This will only take a few minutes. You can compose e-mails offline and save them onto your Shark MX cartridge, minimizing the amount of time you spend online.

We've eliminated the worry of expensive phone bills by providing Shark MX users with an easy to use "pay as you mail" Top-Up Card service. Every time you connect your Shark MX to the phone line to send or receive mail, your Shark MX Top-Up

Card credits cover the entire cost of your phone call.
Shark MX is also a personal digital assistant, with exciting accessories that include an address book for you to store your friends' e-mail addresses.

REGISTERING YOUR SHARK MX

Important – Please Read

1. With your Game Boy switched off, insert your Shark MX cartridge into the game slot.
2. Switch on your Game Boy.
3. The very first time you use your Shark MX, a screen will appear requesting your Registration Number. Under normal circumstances, this will only happen once.
4. Inside of the packaging for your Shark MX you will find a Top-Up card. On this card is a number that is necessary to activate your Shark MX. There will also be a 1-800 number for the InterAct call center on this card.
5. Before calling the call center to activate your Shark MX, make sure you have the Top-Up card handy and your Shark MX inserted into a Game Boy with fresh batteries.
6. You will be asked a series of questions in order to activate your account, including what you wish to have as your e-mail address. To make this process as fast as possible, please have a suitable address in mind before calling. Your Shark MX address will be [your chosen name here]@gamesharker.com
7. You will be given an initial 30 minutes worth of Top-Up credit at the time of registration. To purchase more time, please refer to section 3.2.2 "Top-Up units."
8. The next time you power up your Shark MX, you will be prompted to enter a 4-digit PIN number. This is a security number, which stops anyone else from being able to use your Shark MX and also allows you to read your e-mail. The default PIN number is 1234, but you can change this number by following the directions in section 3.2.3 "Change PIN."

Note: Never tell anyone your PIN number, or they will be able to access your e-mail. Write down your PIN number, e-mail address and password, and keep them it a safe place – you need to enter your PIN number every time you switch on Shark MX, so don't lose it!

1. PRODUCT DESCRIPTION

Shark MX is an e-mail and digital assistant device for your Game Boy® Color or Game Boy® Pocket. With it, you will be able to send and receive e-mail as well as keep track of important dates and address information.

2. PRODUCT FEATURES

Mail – Compose, reply, forward and edit e-mail on your Game Boy. Outgoing messages are stored on your Game Boy until you are ready to upload them to the Shark MX server to be sent. Incoming messages are stored on the Shark MX server until you are ready to download them to be read. Shark MX can store 50 e-mails, but storing too many will slow down the operation of Shark MX. You should regularly delete e-mail that you no longer need.

Shark MX is only capable of sending and receiving text messages. Your messages are limited to 2000 characters. Attachments, picture files (.jpeg, .gif, .bmp, etc.) and html code are not recognized by Shark MX.

Calculator – Fully featured calculator with memory function.

Address Book – Keep track of contact information for your friends and family.

Calendar – Mark important dates to remind you of appointments.

3. OPERATING INSTRUCTIONS

3.1 Mail

3.1.1 Compose

The following controls apply to all screens in the Compose section:
Use the D-Pad to navigate around the virtual keyboard. Highlight your selected key and press A. Pressing B will backspace and clear the previous character. Press Select to shift the virtual keyboard and have access to upper case letters and special characters.

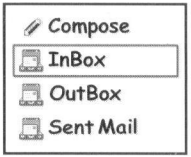
The first screen [To:] is where you enter the e-mail address that you want to send the e-mail to. Press Start to move to the next screen.

The second screen [Cc:] allows you to designate another e-mail address to receive a copy of your message. Press Start to move to the next screen.

The third screen [Subject:] is where you enter the subject of your message. Press Start to move to the next screen.

The last screen is the body of the message. This is where you enter the message that you want to send. Press Start to save your message.

3.1.2. InBox



The InBox screen shows the subject heading of the messages you have downloaded from the server to read. Use the D-Pad to scroll through the subject headings. Press A to select the message. Use the D-Pad to scroll through the message. Press B to return to the InBox. Press B at the InBox screen to return to the Mail menu.

At the InBox screen you can press Select to activate the icons on the bottom of the screen. The four icons are (from left to right) Reply to Message, Forward Message, Delete Message and Add Address to Address Book.

Reply to Message lets you instantly compose a reply to the sender(s) of the highlighted message.

Forward Message lets you pass the highlighted message along to someone else without having to retype the original message. You can add to the original message or forward it as is.

Delete Message removes the highlighted message from memory. You will not be able to access this message again if you choose this option.

Add Address to Address Book instantly adds the address of the sender of the highlighted message to your Address Book.

Use the D-Pad to highlight an icon and press A to select.

3.1.3 OutBox

The OutBox screen shows the subject headings of messages you have written that are ready to be uploaded to the server and sent. Use the D-Pad to scroll through the subject headings. Press A to select the message. Use the D-pad to scroll through the message. Press B to return to the OutBox. Press B at the OutBox screen to return to the Mail menu.

At the OutBox screen you can press Select to activate the icons at the bottom of the

screen. The three icons are (left to right) Edit Message, Delete Message and Add Address to Address Book.

Edit Message lets you make and save changes to the highlighted message before it is sent.

Delete Message removes the highlighted message from memory. You will not be able to access this message again if you choose this option.

Add Address to Address Book instantly adds the address of the sender of the highlighted message to your Address Book.

Use the D-Pad to highlight an icon and press A to select.

3.1.4 Sent Mail

The Sent Mail screen shows the subject headings of messages that have already been sent. Use the D-Pad to scroll through the subject headings. Press A to select the message. Use the D-Pad to scroll through the message. Press B to return to Sent Mail. Press B at the Sent Mail screen to return to the Mail menu.

At the Sent Mail screen you can press Select to activate the icons at the bottom of the screen. The three icons are (left to right) Edit Message, Delete Message and Add Address to Address Book.

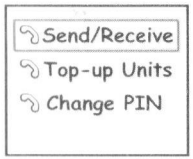
Edit Message lets you make and save changes to the highlighted message.

Delete Message removes the highlighted message from memory. You will not be able to access this message again if you choose this option.

Add Address to Address Book instantly adds the address of the sender of the highlighted message to your Address Book.

Use the D-Pad to highlight an icon and press A to select.

3.2 Modem



NOTE: In order to use all the functions in this section Shark MX must be connected to a working telephone line.

3.2.1 Send/Receive

Choose this option when you are ready to upload and send messages from your OutBox or download messages into your InBox. If you are ready to proceed, select YES at the "Connect ?" prompt.

Your Shark MX has enough memory to store 50 e-mail messages. Make sure you have enough room in your InBox to receive any messages before connecting to the server.

3.2.2 Top-up units

When you first register your Shark MX, you will be provided with enough units for 30 minutes of call time. Connecting to the GameShark server, whether or not you have mail to send or receive, will deduct a minimum number of units from your total.

Canadian customers receive different rates based on the exchange rate. All values and prices are subject to change. Because your call time is pre-purchased there are no cancellations, expirations or reimbursements for unused time.

Each time you connect to the server, you will receive a message telling you how many units are left on your account. When you are approaching your limit, you will receive a warning message. At this time, you should call the Shark MX call center and inform the agent that you wish to purchase more call time.

To use the Top-Up units feature make sure you have your Shark MX inserted into a Game Boy with fresh batteries. Call the InterAct call center and your customer service agent will talk you through the rest of the steps.

To purchase Top-Up Units over the phone, you will need a Visa or Master Card or you can pay by check. If you are under the age of 18, you will need your parent to purchase Top-Up Units over the phone.

3.2.3 Change PIN

Use this option when you want to change the PIN for your Shark MX. The first screen will ask you if you have a phone line connected to the Shark MX. If you have a phone line connected select YES at this prompt.

The second screen will ask you to enter your current PIN. Press A to proceed and

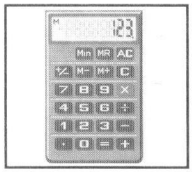
then enter your current PIN on the virtual keyboard.

The next screen will ask you to enter your new PIN. Press A to proceed and then enter your new PIN on the virtual keyboard. You will then be asked to confirm your new PIN. Press A to proceed and enter your new PIN again on the virtual keyboard.

The Shark MX will then connect to the server and change your PIN.

3.3 Accessories

3.3.1 Calculator



Use the D-Pad to move around the buttons on the calculator and press A to select. Press B to go back to the Accessories menu.

3.3.2 Address Book

There are 50 memory blocks available in your Address Book. Each block can hold the name, address, telephone number and e-mail address for one person. Use the D-Pad to scroll Left and Right to see the full screen and also to scroll Up and Down through the memory blocks.

At the Address Book screen you can press Select to activate the icons at the bottom of the screen. The four icons are (left to right) Edit Memory Block, Search Memory Blocks, Delete Memory Block and Auto Dialer.

Edit Memory Block allows you to change and save the contact information in the selected block.

Search Memory Blocks allows you to search the Memory Blocks for a particular entry using a keyword.

Delete Memory Block will delete all of the information in the selected block. You will not be able to access this information again if you choose this option.

The Auto Dialer will dial the telephone number of the memory block selected. To use this feature you must place the Game Boy Color speaker directly over the

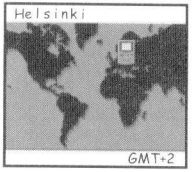
mouthpiece of any analog telephone. The tones played from the Game Boy Color speaker will then automatically dial your telephone.

Use the D-Pad to highlight an icon and press A to select.

3.3.3 Calendar

Move around the calendar using the D-Pad. Press A to select a day. If there is an event set on this day it will be displayed. However, if there isn't, then you will be prompted to enter a message. When you have entered your message, press B to save it – the date you selected will now be marked. Press Select on a date to delete an event. Press B to go back to the Accessories menu. A maximum of 60 events may be set.

3.3.4 Time Zones



The Time Zone screen allows you to designate the time zone you are in for proper indexing of e-mail messages. Use the Up and Down on the D-Pad to select a time zone, and press Start to enter your selection.

3.4 Preferences

On the Preferences menu a green check represents on and a red X represents off.

3.4.1 About

This option will display the version of the Shark MX software you have.

3.4.2 Boot Screen

Press A at this selection to toggle the display of the "welcome" screen.

3.4.3 Color Fade

Press A at this selection to toggle color fading on or off. Shark MX will switch between screens faster with this option turned off.

3.4.5 Prefix 9

Press A at this selection to toggle the dialing characteristics of your Shark MX. Selecting ON will cause the unit to dial "9" before it dials the server. This is useful if you are calling from a phone system that requires you to dial "9" to use an outside line. Selecting OFF will cause the unit to dial normally.

4. Precautions

Do not store unit in direct sunlight or at extreme temperature as this may damage the electronic components.

Do not open the case. Maintenance and servicing should be done by qualified personnel only.

Be careful not to spill liquid on the unit as this may damage the electronic components.

6.Troubleshooting

If your Shark MX becomes 'locked-out' or if you are unable to connect to the server, please contact the call center.

If you need assistance, please contact InterAct's technical support department:

Phone: (410) 785-4064, weekdays 9:00a.m. – 8:00p.m. EST
E-mail: support@gameshark.com
WWW: http://www.gameshark.com
Address: InterAct Accessories, Inc.
ATTN: CONSUMER SERVICE
10999 McCormick Road
Hunt Valley, MD 21031

FCC REQUIREMENTS FOR CONSUMER PRODUCTS

This equipment complies with FCC rules, Part 68. On the backside of this equipment is a label that contains, among other information, the FCC Registration Number and Ringer Equivalence Number (REN) for this equipment. If requested, provide this information to your telephone company.

The (REN) is useful to determine the quantity of devices you may connect to your telephone line and still have all of those devices Ring when your number is called. In most, but not all areas, the sum of the REN's of all devices should not exceed five (5.0). To be certain of the number of devices you may connect to your line, as determined by the REN, you should call your local telephone company to determine the maximum REN for your calling area.

If this equipment causes harm to the telephone network, the Telephone Company may discontinue your service temporarily. If possible, they will notify you in advance. But if advance notice isn't practical, you will be notified as soon as possible. You will be advised of your right to file a complaint with the FCC.

Your telephone company may make changes in its facilities, equipment, operations, or procedures that could affect the proper operation of your equipment. If they do, you will be given advance notice so as to give you an opportunity to maintain uninterrupted service.

If you experience trouble with this equipment, please contact the manufacturer for warranty/repair information. The telephone company may ask that you disconnect this equipment from the network until the problem has been corrected or until you are sure that the equipment is not malfunctioning.

This equipment may not be used on coin service telephones provided by the telephone company. Connection to party lines is subject to state tariffs.

FCC rules prohibit the use of non-hearing aid compatible telephones in the following locations or applications:

(1) All public or semipublic coin-operated or credit card telephones.

(2) Elevators, highways, tunnels (automobile, subway, railroad or pedestrian) where a person with impaired hearing might be isolated in an emergency.

(3) Places where telephones are specifically installed to alert emergency authorities such as fire, police, or medical assistance personnel.

(4) Hospital rooms, residential health care facilities, convalescent homes, and prisons.

(5) Workstations for the hearing impaired.

(6) Hotel, motel, apartment lobbies; in stores where telephones are used by patrons to order merchandise; in public transportation terminals where telephones are used to call taxis, or to reserve lodging or rental cars.

(7) Hotel and motel rooms. At least ten percent of the rooms must contain hearing aid compatible telephones; or jacks or plug-in hearing-aid compatible telephones which will be provided to hearing impaired customers upon request.

RADIO AND TELEVISION INTERFERENCE

This equipment has been tested and found to comply with the limits for a Class B digital device, pursuant to Part 15 of the FCC rules. These limits are designed to provide reasonable protection against harmful interference in a residential installation. This equipment generates, uses and can radiate radio frequency energy and, if not installed and used in accordance with the instructions, may cause harmful interference to radio communications. However, there is no guarantee that interference will not occur in a particular installation. If this equipment does cause harmful interference to radio or television reception, which can be determined by turning the equipment off and on, the user is encouraged to try to correct the interference by one or more of the following measures:

- Reorient or relocate the receiving antenna.
- Increase the separation between the equipment and the receiver.

- Connect the equipment into an outlet on a circuit different from that to which the receiver is connected.

- Consult the dealer or an experienced radio/TV technician for help.

You may also find helpful the following booklet, prepared by the FCC: "How to Identify and Resolve Radio-TV Interference Problems." This booklet is available from the U.S. Government Printing Office, Washington D.C. 20402.

Changes and Modifications not expressly approved by the manufacturer or registrant of this equipment can void your authority to operate this equipment under Federal Communications Commissions rules.

NOTICE:

The Industry Canada label identifies certified equipment. This certification means that the equipment meets telecommunications network protective, operation and safety requirements as prescribed in the appropriate Terminal Equipment Technical Requirements document(s). The Department does not guarantee the equipment will operate to the user's satisfaction. Before installing this equipment, users should ensure that it is permissible to be connected to the facilities of the local telecommunications company. The equipment must also be installed using and acceptable method of connection. The customer should be aware that compliance with the above conditions may not prevent degradation of service in some situations.

Repairs to certified equipment should be coordinated by a representative designated by the supplier. Any repairs or alterations made by the user to this equipment, or equipment malfunctions, may give the telecommunications company cause to request the user to disconnect the equipment.

Users should ensure for their own protection that the electrical ground connections of the power utility, telephone lines and internal metallic water pipe system, if present, are connected together. This precaution may be particularly important in rural areas.

CAUTION: Users should not attempt to make such connections themselves, but should contact the appropriate electric inspection authority, or electrician, as appropriate.

NOTICE: The Ringer Equivalence Number (REN) assigned to each terminal device provides an indication of the maximum number of terminals allowed to be connected to a telephone interface. The termination on an interface may consist of any combination of devices subject only to the requirement that the sum of the Ringer Equivalence Numbers of all the devices does not exceed 5.

Terms of Service

By calling to connect to the Shark MX server, Subscriber, and/or any person using the account identification name ordered by Subscriber, is deemed to have accepted the terms and conditions contained in this Shark MX Agreement (the "Agreement") and shall be bound thereby.

1. DEFINITIONS: "Subscriber," as used herein, means the individual, corporation, or legal entity who has obtained an account identification name from InterAct Accessories, for his or her own use or for the use of others. "Service," as used herein, means

network access, e-mail and information services provided to Subscriber by InterAct under the service mark Shark MX.

2. SERVICE: InterAct Accessories, Inc. will provide Subscriber e-mail access subject to certain conditions beyond the control of InterAct Accessories, including but not limited to capacity limitations, equipment modifications, upgrades, relocations, repairs, and similar activities necessary for the proper operation of the Service.
3. ACCEPTABLE USAGE OF ACCOUNTS: Subscriber agrees that Subscriber's e-mail user name will be issued based upon availability. In the event that Subscriber surrenders its e-mail user name for any reason, InterAct Accessories shall not be obliged to reserve that name. InterAct Accessories shall not be obligated to retain e-mail for longer than one month.
4. INDEMNITY: InterAct Accessories shall have no obligation to any third party for any loss, cost, claim, liability, damage, or expense (including reasonable attorney's fees), relating to or arising from the use of the Service by the Subscriber, whether or not Subscriber has knowledge of or has authorized such access or use, including without limitation, claims for libel, slander, invasion of privacy, infringement of copyright, patent infringement (where Subscriber has used, connected, or combined the Service with the products or services of others), negligence, or tortuous behavior. To the extent that InterAct Accessories is notified in writing of any alleged claim that Subscriber's activities have infringed any third party right, by virtue of libel, slander, invasion of privacy, infringement of copyright, patent infringement, negligence or tortuous behavior, InterAct Accessories may suspend Subscriber's account and prohibit access to the Service until Subscriber agrees to indemnify InterAct Accessories along with any parties form whom InterAct Accessories obtains network accessories, and to hold them harmless from any claims resulting from the use of the Service by Subscriber that damage another party or that violate the law. Upon receipt of Subscriber's indemnification, InterAct Accessories may choose, in its sole and exclusive opinion to reconnect or permanently suspend Subscriber's account and allow or prohibit access to the Service.
5. SUBSCRIBER RESPONSIBILITIES AND USE OF SERVICE: Subscriber shall comply with the terms and conditions of this Agreement. Subscriber shall not use the Services in ways that violate laws, infringe the rights of others, interfere with users of our network or other networks, or otherwise violate our Acceptable Use Policy set forth in this manual. For example, Subscriber shall not distribute chain letters or unsolicited bulk electronic mail ("spamming"); propagate computer worms or viruses; use a false identity; attempt to gain unauthorized entry to any site or network; distribute pornography, obscenity or defamatory material; or infringe copyrights, trademarks or other intellectual property rights. Subscriber further agrees to comply with U.S. export laws

concerning the transmission of technical data and other regulated materials via the Services. Subscriber may not resell or redistribute the Service. Specifically, Subscriber agrees to abide by and comply with the following terms and conditions:

(a) Misuse of Service: Subscriber shall not use the Service to make foul or profane expressions, to impersonate another person with fraudulent or malicious intent, to contact another person so as to annoy, abuse, threaten, or harass such other person, or for any purpose in violation of law, or in such a manner as to interfere unreasonably with the use of the Service by any other subscriber. Subscriber shall not distribute chain letters or "junk" mail (any unsolicited mail of a business or commercial nature) or engage in "Ponzi" or "pyramid" schemes. The Service and underlying network may only be used for lawful purposes. Transmission of any material in violation of any U.S. or state regulation is prohibited. This includes, but is not limited to copyrighted material, material, which is threatening, or obscene, or material protected by trade secret. In addition, InterAct Accessories generally reserves the right in its sole discretion to either temporarily discontinue, or permanently terminate furnishing the Service upon notice to Subscriber in event that Subscriber uploads any information that is libelous, defamatory or that violates or infringes any right of privacy of any Persons; uploads any messages, data, images or programs that are indecent, obscene or pornographic; use the facilities and capabilities of InterAct Accessories to conduct or solicit the performance of any illegal activity or to conduct any other activity that infringes the rights of InterAct Accessories or any third party; or upload any information, messages, data, images, or programs that is discriminatory or otherwise offensive as determined by InterAct in its sole discretion.

(b) Interference with the Rights of the Third Parties: In the event that InterAct Accessories receives notice from a third party, or in the event that InterAct Accessories reasonably believes, that Subscriber's use of the Service, either alone or in connection with products or services of others, constitutes, causes, results in, induces or contributes to either (i) defamation, invasion of privacy, or unfair competition, or (ii) misuse, misappropriation or infringement of any patent, copyright, trademark, trade secret or other proprietary or intellectual property right of such third party, then InterAct Accessories shall have the right, in its sole and exclusive option and discretion, without prior notification to Subscriber and without limiting any other rights or remedies InterAct Accessories might have or incurring any obligation or liability to Subscriber, to temporarily discontinue or permanently

terminate, in whole or in part, furnishing of Services to Subscriber.

(c) Harm to Equipment, Software and Processes: Subscriber agrees unconditionally to not cause harm to InterAct Accessories or third party equipment, software, or processes used in connection with furnishing the Service. In addition to constituting a default under this Agreement, any breach of this provision may result in civil and/or criminal penalties pursuant to applicable local, state and federal law.

(d) Content, Accuracy of Information: InterAct Accessories and its affiliates, along with any parties from whom InterAct Accessories obtains network services, exercises no control whatsoever over the content of the information passing through the InterAct Accessories network. InterAct Accessories makes no warranties of any kind, whether express or implied, for the content of the information passing through its network. Use of any information obtained via the Service is at Subscriber's own risk. InterAct Accessories specifically denies any responsibility for the accuracy or quality of information obtained through its Service.

11. DEFAULT: Upon a default by Subscriber InterAct Accessories may, in its sole discretion, without prior notification and without limiting its remedies or incurring any liability to Subscriber, either temporarily discontinue or permanently terminate the furnishing of Service to Subscriber in whole or in part. "Default" means any failure by Subscriber to comply with any term of this Agreement, including without limitation, failure to make timely payment of any amount due InterAct Accessories or failure to comply with the restrictions on use of Service set forth in these Terms of Service.
12. NO WARRANTIES: InterAct Accessories makes no warranties, express or implied, with respect to the Services provided pursuant to this Agreement, including, but not limited to, the implied warranties or merchantability and fitness for a particular purpose. No representation or statement made by InterAct Accessories or any of its agents or employees, oral or written, including, but not limited to, any specifications, descriptions or statements provided or made to Subscriber by InterAct Accessories shall be binding upon InterAct Accessories as a warranty or otherwise.
13. EQUIPMENT: Subscriber shall be responsible to provide for the proper installation, operation, and maintenance of Subscriber's equipment used in connection with the Service. Refer to the Product Warranty information for information about the warranty provided by InterAct Accessories for the Shark MX equipment.

14. LIMITATION OF LIABILITY: INTERACT ACCESSORIES DOES NOT WARRANT THAT SERVICES WILL BE AVAILABLE ON A SPECIFIED DATE OR TIME OR THAT THE NETWORK WILL HAVE THE CAPACITY TO MEET THE DEMAND OF SUBSCRIBERS DURING SPECIFIC HOURS. SUBSCRIBER MAY BE UNABLE TO ACCESS THE NETWORK AT ANY TIME, AND DISCONNECTION FROM THE NETWORK MAY OCCURE FROM TIME TO TIME. NEITHER INTERACT ACCESSORIES OR ITS NETWORK SERVICES SUPPLIER WILL BE LIABLE FOR UNAUTHORIZED ACCESS TO SUBSCRIBERS EQUIPMENT OR FOR UNATUTHORIZED ACCESS TO OR ALTERATION, THEFT OR DESCTRUCTION OF SUBSCRIBER'S DATA FILES OR INFORMATION THROUGH ACCIDENT, FRAUDULENT MEANS OR DEVICES, OR ANY OTHER METHOD, REGARDLESS OF WHETHER SUCH DAMAGE OCCURS AS A RESULT OF INTERACT ACCESSORIES OR ITS NETWORK SERVICE SUPPLIER'S NEGLIGENCE. INTERACT ACCESSORIES SHALL NOT BE LIABLE FOR INTERRUPTIONS CAUSED BY THE FAILURE OF COMMUNICATIONS, POWER OUTAGES, OR OTHER INTERRUPTION NOT WITHIN THE COMPLETE CONTROL OF INTERACT ACCESSORIES, NOR SHALL INTERACT ACCESSORIES BE LIABLE FOR PERFORMANCE DEFICIENCIES CAUSED OR CREATED BY SUBSCRIBER'S EQUIPMENT. SUBSCRIBER HEREBY RELEASES INTERACT ACCESSORIES FROM LIABILITY ARISING FROM ANY CONTENT ACCESSED VIA THE SERVICE. INTERACT ACCESSORIES' PERFORMANCE UNDER THIS AGREEMENT SHALL BE EXCUSED IN CASE OF LABOR DIFFICULTIES, GOVERNMENTAL ORDERS, CIVIL COMOTIONS, ACTS OF GOD, OR OTHER CONDITIONS OR CIRCUMSTANCES BEYOND ITS REASONABLE CONTROL. INTERACT ACCESSORIES SHALL NOT BE LIABLE IF CHANGES IN OPERATION, PROCEDURES, OR SERVICES REQUIRE MODIFICATION OR ALTERATION OF SUBSCRIBER'S OR ITS USERS' EQUIPMENT, RENDER THE SAME OBSOLETE OR OTHERWISE AFFECT ITS PERFORMANCE. IN NO EVENT SHALL INTERACT ACCESSORIES BE LIABLE FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES INCLUDING BUT NOT LIMITED TO LOSS OF DATA, LOSS OF PROFITS, LOSS OF BUSINESS OR BUSINESS OPPORTUNITY, LOSS OF USE, OR FOR ANY OTHER SPECIAL, INCIDENTAL, DIRECT OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE USE OF OR INABILITY TO USE SERVICES PROVIDED HEREUNDER. THE LIABILITY OF INTERACT ACCESSORIES

FOR ACTUAL PROVEN DAMAGES FOR ANY CAUSE WHATSOEVER, INCLUDING BUT NOT LIMITED TO ANY FAILURE OF OR DISRUPTION OF SERVICE, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR IN TORT OR OTHERWISE, INCLUDING NEGLIGENCE, SHALL BE LIMITED TO AN AMOUNT EQUIVALENT TO CHARGES PAYABLE BY SUBSCRIBER UNDER THIS AGREEMENT FOR THE SERVICE DURING THE PERIOD SUCH DAMAGES OCCUR. INTERACT ACCESSORIES MAKES NO OTHER WARRANTIES OR REPRESENTATIONS, EITHER EXPRESS OR IMPLIED, CONCERNING THE SERVICE, AND EXPRESSLY DISCLAIMS WARRANTIES OF FITNESS FOR A PARTICULAR USE OR PURPOSE, THE WARRANTY OF MERCHANTIBILITY AND ANY OTHER WARRANTY IMPLIED BY LAW.

15. RESOLUTION OF DISPUTES: The parties desire to resolve disputes arising out of this Agreement without litigation. Accordingly, any disputes concerning this Agreement, the terms or performance thereunder, shall be submitted to binding arbitration by a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association. A party may demand such arbitration and the proceeding, including discovery and depositions, if any, shall be conducted in accordance with the procedures set out in those rules. Any arbitration proceeding shall be held in Baltimore, Maryland, with each party bearing its own costs. The parties shall equally split the fees of the arbitration and the arbitrator.
16. MISCELLANEOUS: This Agreement shall be governed by, construed under, and enforced in accordance with, the laws of the state of Maryland, without regard to its conflict of laws provisions. If any provision of this Agreement shall be held to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this Agreement shall not be affected thereby. This Agreement embodies the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, whether written or oral, and all contemporaneous oral agreements and understandings relating to the subject matter hereof. InterAct Accessories may amend the terms and conditions of this Agreement by posting the notice on the Gameshark.com website or sending notice to Subscriber via e-mail or the U.S. Postal Service. This Agreement is subject to modification by any authorized regulatory agency. InterAct Accessories may assign this Agreement without limitation, but Subscriber may not assign this Agreement without InterAct Accessories' prior written consent. This Agreement shall be binding on the parties hereto

and their respective personal and legal representatives, successors, and permitted assigns.

When you first register your Shark MX the PIN is 1234

If you change your PIN write it here _____.

Write your email address here _____.

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